



together for better

CLARK COUNTY, NEVADA

CBE. 607512-25 ANNUAL REQUIREMENT CONTRACT FOR FORENSIC TOXICOLOGY TESTS

NATIONAL MEDICAL SERVICES, INC. DBA NMS LABS
NAME OF FIRM
Camilla Green, Senior Territory Manager - West
DESIGNATED CONTACT, NAME AND TITLE (Please type or print)
200 Welsh Road Horsham, Pennsylvania 19044
ADDRESS OF FIRM INCLUDING CITY, STATE AND ZIP CODE
(215) 657-4900
(AREA CODE) AND TELEPHONE NUMBER
(215) 386-1504
(AREA CODE) AND FAX NUMBER
<u>Camilla.green@nmslabs.com</u>
E-MAIL ADDRESS

ANNUAL REQUIREMENT CONTRACT FOR FORENSIC TOXICOLOGY TESTS

This Contract is made and entered into this _____ day of _____, 2025, by and between CLARK COUNTY, NEVADA (hereinafter referred to as COUNTY), and NATIONAL MEDICAL SERVICES, INC. DBA NMS LABS (hereinafter referred to as PROVIDER), for ANNUAL REQUIREMENT CONTRACT FOR FORENSIC TOXICOLOGY TESTS hereinafter referred to as PROJECT).

WITNESSETH:

WHEREAS, PROVIDER has the personnel and resources necessary to accomplish the PROJECT within the required schedule and

WHEREAS, PROVIDER has the required licenses and/or authorizations pursuant to all federal, State of Nevada and local laws in order to conduct business relative to this Contract.

NOW, THEREFORE, COUNTY and PROVIDER agree as follows:

SECTION I: TERM OF CONTRACT

COUNTY agrees to retain PROVIDER for the period from date of award through June 30, 2026, with the option to renew for 6, one-year periods subject to the provisions of Sections II and VIII herein. During this period, PROVIDER agrees to provide services as required by COUNTY within the scope of this Contract.

SECTION II: COMPENSATION AND TERMS OF PAYMENT**A. Compensation**

COUNTY agrees to pay PROVIDER for the performance of services described in the Scope of Work (Exhibit A) and in accordance with the fees listed therein (Exhibit B). COUNTY'S obligation to pay PROVIDER cannot exceed the fixed fees. It is expressly understood that the entire work defined in Exhibit A must be completed by PROVIDER and it shall be PROVIDER'S responsibility to ensure that hours and tasks are properly budgeted so the entire PROJECT is completed for the said fee.

B. Payments

PROVIDER will be entitled to periodic payments for work completed in accordance with the services described in the Scope of Work (Exhibit A).

C. Terms of Payments

1. Each invoice received by COUNTY must include a Progress Report based on actual work performed to date in accordance with the completion of tasks indicated in Exhibit A, Scope of Work.
2. Payment of invoices will be made within thirty (30) calendar days after receipt of an accurate invoice that has been reviewed and approved by COUNTY.
3. COUNTY, at its discretion, may not approve or issue payment on invoices if PROVIDER fails to provide the following information required on each invoice:
 - a. The title of the PROJECT as stated in Exhibit A, Scope of Work, COUNTY'S Contract Number, Project Number, Purchase Order Number, Invoice Date, Invoice Period, Invoice Number, and the Payment Remittance Address.
 - b. If applicable, copies of all receipts, bills, statements, and/or invoices pertaining to reimbursable expenses such as; airline itineraries, car rental receipts, cab and shuttle receipts, and statement of per diem rate being requested must accompany any invoices containing travel expenses. Maximum reimbursable travel expenses under this Contract shall be defined and set at the current U.S. GSA's CONUS rates at the time of travel. CONUS rates may be found at the following website: <http://www.gsa.gov/portal/category/21287>.
 - c. Expenses not defined in Exhibit A, Scope of Work, or expenses greater than the per diem rates will not be paid without prior written authorization by COUNTY.
 - d. A "BUDGET SUMMARY COMPARISON" which outlines the total amount PROVIDER was awarded, the amount expended to date, the current invoice amount, the total expenditures, and the remaining award balance must accompany all invoices.

- e. COUNTY'S representative shall notify PROVIDER in writing within fourteen (14) calendar days of any disputed amount included on the invoice. PROVIDER must submit a new invoice for the undisputed amount which will be paid in accordance with paragraph C.2 above. Upon mutual resolution of the disputed amount PROVIDER will submit a new invoice for the agreed to amount and payment will be made in accordance with paragraph C.2 above.

4. No penalty will be imposed on COUNTY if COUNTY fails to pay PROVIDER within thirty (30) calendar days after receipt of a properly documented invoice, and COUNTY will receive no discount for payment within that period.
5. In the event that legal action is taken by COUNTY or PROVIDER based on a disputed payment, the prevailing party shall be entitled to reasonable attorneys' fees and costs subject to COUNTY'S available unencumbered budgeted appropriations for the PROJECT.
6. COUNTY shall subtract from any payment made to PROVIDER all damages, costs and expenses caused by PROVIDER'S negligence, resulting from or arising out of errors or omissions in PROVIDER'S work products, which have not been previously paid to PROVIDER.
7. COUNTY shall not provide payment on any invoice PROVIDER submits after six (6) months from the date PROVIDER performs services, provides deliverables, and/or meets milestones, as agreed upon in Exhibit A, Scope of Work.
8. Invoices shall be submitted to: coronerbilling@clarkcountynv.gov.
9. COUNTY offers electronic payment to all suppliers. Payments will be deposited directly into your bank account via the Automated Clearing House (ACH) network. PROVIDER will be provided information on how to enroll at time of award.

D. COUNTY'S Fiscal Limitations

1. The content of this section shall apply to the entire Contract and shall take precedence over any conflicting terms and conditions and shall limit COUNTY'S financial responsibility as indicated in Sections 2 and 3 below.
2. Notwithstanding any other provisions of this Contract, this Contract shall terminate and COUNTY'S obligations under it shall be extinguished at the end of the fiscal year in which COUNTY fails to appropriate monies for the ensuing fiscal year sufficient for the payment of all amounts which will then become due.
3. COUNTY'S total liability for all charges for services which may become due under this Contract is limited to the total maximum expenditure(s) authorized in COUNTY'S purchase order(s) to PROVIDER.

SECTION III: SCOPE OF WORK

Services to be performed by PROVIDER for the PROJECT shall consist of the work described in the Scope of Work as set forth in Exhibit A of this Contract.

SECTION IV: CHANGES TO SCOPE OF WORK

- A. COUNTY may at any time request changes within the general scope of this Contract and in the services or work to be performed. If such changes cause an increase or decrease in PROVIDER'S cost or time required for performance of any services under this Contract, PROVIDER shall notify COUNTY in writing within thirty (30) calendar days from the date of receipt by PROVIDER of notification of change. An equitable adjustment limited to an amount within current unencumbered budgeted appropriations for the PROJECT shall be made and this Contract shall be amended in writing accordingly.
- B. No services for which an additional compensation will be charged by PROVIDER shall be furnished without the written authorization of COUNTY.

SECTION V: RESPONSIBILITY OF PROVIDER

- A. It is understood that in the performance of the services herein provided for, PROVIDER shall be, and is, an independent contractor, and is not an agent, representative or employee of COUNTY and shall furnish such services in its own manner and method except as required by this Contract. Further, PROVIDER has and shall retain the right to exercise full control over the employment, direction, compensation and discharge of all persons employed by PROVIDER in the performance of the services hereunder. PROVIDER shall be solely responsible for, and shall indemnify, defend and hold COUNTY harmless from all matters relating to the payment of its employees, including compliance with social security, withholding and all other wages, salaries, benefits, taxes, demands, and regulations of any nature whatsoever.

- B. PROVIDER shall appoint a Manager, upon written acceptance by COUNTY, who will manage the performance of services. All of the services specified by this Contract shall be performed by the Manager, or by PROVIDER'S associates and employees under the personal supervision of the Manager. Should the Manager, or any employee of PROVIDER be unable to complete his or her responsibility for any reason, PROVIDER must obtain written approval by COUNTY prior to replacing him or her with another equally qualified person. If PROVIDER fails to make a required replacement within thirty (30) calendar days, COUNTY may terminate this Contract for default.
- C. PROVIDER has, or shall, retain such employees as it may need to perform the services required by this Contract. Such employees shall not be employed by COUNTY.
- D. PROVIDER agrees that its officers and employees shall cooperate with COUNTY in the performance of services under this Contract and shall be available for consultation with COUNTY at such reasonable times with advance notice as to not conflict with their other responsibilities.
- E. PROVIDER shall follow COUNTY'S standard procedures as followed by COUNTY'S staff in regard to programming changes; testing; change control; and other similar activities.
- F. PROVIDER shall be responsible for the professional quality, technical accuracy, timely completion, and coordination of all services furnished by PROVIDER, its subcontractors and its and their principals, officers, employees and agents under this Contract. In performing the specified services, PROVIDER shall follow practices consistent with generally accepted professional and technical standards.
- G. It shall be the duty of PROVIDER to assure that all products of its effort are technically sound and in conformance with all pertinent Federal, State and Local statutes, codes, ordinances, resolutions and other regulations. PROVIDER will not produce a work product which violates or infringes on any copyright or patent rights. PROVIDER shall, without additional compensation, correct or revise any errors or omissions in its work products.
1. Permitted or required approval by COUNTY of any products or services furnished by PROVIDER shall not in any way relieve PROVIDER of responsibility for the professional and technical accuracy and adequacy of its work.
 2. COUNTY's review, approval, acceptance, or payment for any of PROVIDER'S services herein shall not be construed to operate as a waiver of any rights under this Contract or of any cause of action arising out of the performance of this Contract, and PROVIDER shall be and remain liable in accordance with the terms of this Contract and applicable law for all damages to COUNTY caused by PROVIDER'S performance or failures to perform under this Contract.
- H. All materials, information, and documents, whether finished, unfinished, drafted, developed, prepared, completed, or acquired by PROVIDER for COUNTY relating to the services to be performed hereunder and not otherwise used or useful in connection with services previously rendered, or services to be rendered, by PROVIDER to parties other than COUNTY shall become the property of COUNTY and shall be delivered to COUNTY'S representative upon completion or termination of this Contract, whichever comes first. PROVIDER shall not be liable for damages, claims, and losses arising out of any reuse of any work products on any other project conducted by COUNTY. COUNTY shall have the right to reproduce all documentation supplied pursuant to this Contract.
- I. The rights and remedies of COUNTY provided for under this section are in addition to any other rights and remedies provided by law or under other sections of this Contract.

SECTION VI: SUBCONTRACTS

- A. Services specified by this Contract shall not be subcontracted by PROVIDER, without prior written approval of COUNTY.
- B. Approval by COUNTY of PROVIDER'S request to subcontract, or acceptance of, or payment for, subcontracted work by COUNTY shall not in any way relieve PROVIDER of responsibility for the professional and technical accuracy and adequacy of the work. PROVIDER is liable for all damages to COUNTY caused by negligent performance or non-performance of work under this Contract by PROVIDER'S subcontractor or its sub-subcontractor.
- C. The compensation due under Section II shall not be affected by COUNTY'S approval of PROVIDER'S request to subcontract.

SECTION VII: RESPONSIBILITY OF COUNTY

- A. COUNTY agrees that its officers and employees will cooperate with PROVIDER in the performance of services under this Contract and will be available for consultation with PROVIDER at such reasonable times with advance notice as to not conflict with their other responsibilities.
- B. The services performed by PROVIDER under this Contract shall be subject to review for compliance with the terms of this Contract by COUNTY'S representative, Melanie Rouse, Coroner, telephone number (702) 455-3210 or their designee. COUNTY'S representative may delegate any or all of his responsibilities under this Contract to appropriate staff members and will inform PROVIDER by written notice before the effective date of each such delegation.
- C. The review comments of COUNTY'S representative may be reported in writing as needed to PROVIDER. It is understood that COUNTY'S representative's review comments do not relieve PROVIDER from the responsibility for the professional and technical accuracy of all work delivered under this Contract.
- D. COUNTY will assist PROVIDER in obtaining data on documents from public officers or agencies, and from private citizens and/or business firms, whenever such material is necessary for the completion of the services specified by this Contract.
- E. PROVIDER will not be responsible for accuracy of information or data supplied by COUNTY or other sources to the extent such information or data would be relied upon by a reasonably prudent PROVIDER.

SECTION VIII: TIME SCHEDULE

- A. Time is of the essence of this Contract.
- B. If PROVIDER'S performance of services is delayed or if PROVIDER'S sequence of tasks is changed, PROVIDER shall notify COUNTY'S representative in writing of the reasons for the delay and prepare a revised schedule for performance of services. The revised schedule is subject to COUNTY'S written approval.

SECTION IX: SUSPENSION AND TERMINATION

- A. Suspension
COUNTY may suspend performance by PROVIDER under this Contract for such period of time as COUNTY, at its sole discretion, may prescribe by providing written notice to PROVIDER at least ten (10) business days prior to the date on which COUNTY wishes to suspend. Upon such suspension, COUNTY will pay PROVIDER its compensation, based on the percentage of the PROJECT completed and earned until the effective date of suspension, less all previous payments. PROVIDER shall not perform further work under this Contract after the effective date of suspension until receipt of written notice from COUNTY to resume performance. In the event COUNTY suspends performance by PROVIDER for any cause other than the error or omission of the PROVIDER, for an aggregate period in excess of thirty (30) business days, PROVIDER shall be entitled to an equitable adjustment of the compensation payable to PROVIDER under this Contract to reimburse PROVIDER for additional costs occasioned as a result of such suspension of performance by COUNTY based on appropriated funds and approval by COUNTY.
- B. Termination
 - 1. This Contract may be terminated in whole or in part by either party in the event of substantial failure or default of the other party to fulfill its obligations under this Contract through no fault of the terminating party; but only after the other party is given:
 - a. the opportunity to cure;
 - b. not less than ten (10) calendar days written notice of intent to terminate; and
 - c. an opportunity for consultation with the terminating party prior to termination.
 - 2. Termination for Convenience
 - a. This Contract may be terminated in whole or in part by COUNTY for its convenience; but only after PROVIDER is given:
 - i. not less than ten (10) calendar days written notice of intent to terminate; and
 - ii. an opportunity for consultation with COUNTY prior to termination.

- b. If termination is for COUNTY'S convenience, COUNTY will pay PROVIDER that portion of the compensation which has been earned as of the effective date of termination but no amount will be allowed for anticipated profit on performed or unperformed services or other work.
- 3. Termination for Default
 - a. If termination for substantial failure or default is effected by COUNTY, COUNTY will pay PROVIDER that portion of the compensation which has been earned as of the effective date of termination but:
 - i. No amount will be allowed for anticipated profit on performed or unperformed services or other work; and
 - ii. Any payment due to PROVIDER at the time of termination may be adjusted to the extent of any additional costs occasioned to COUNTY by reason of PROVIDER 'S default.
 - b. Upon receipt or delivery by PROVIDER of a termination notice, PROVIDER shall promptly discontinue all services affected (unless the notice directs otherwise) and deliver or otherwise make available to COUNTY'S representative, copies of all deliverables as provided in Section V, paragraph H.
 - c. If after termination for failure of PROVIDER to fulfill contractual obligations it is determined that PROVIDER has not so failed, the termination shall be deemed to have been effected for the convenience of COUNTY.
- 4. Upon termination, COUNTY may take over the work and execute the same to completion by agreement with another party or otherwise. In the event PROVIDER shall cease conducting business, COUNTY will have the right to make an unsolicited offer of employment to any employees of PROVIDER assigned to the performance of this Contract.
- 5. The rights and remedies of COUNTY and PROVIDER provided in this section are in addition to any other rights and remedies provided by law or under this Contract.
- 6. Neither party shall be considered in default in the performance of its obligations hereunder, nor any of them, to the extent that performance of such obligations, nor any of them, is prevented or delayed by any cause, existing or future, which is beyond the reasonable control of such party. Delays arising from the actions or inactions of one or more of PROVIDER 'S principals, officers, employees, agents, subcontractors, vendors or suppliers are expressly recognized to be within PROVIDER'S control.

SECTION X: INSURANCE

- A. PROVIDER shall obtain and maintain the insurance coverage required in Exhibit C incorporated herein by this reference. PROVIDER shall comply with the terms and conditions set forth in Exhibit C and shall include the cost of the insurance coverage in their prices.
- B. If PROVIDER fails to maintain any of the insurance coverage required herein, COUNTY may withhold payment, order PROVIDER to stop the work, declare PROVIDER in breach, suspend or terminate Contract.

SECTION XI: NOTICES

Any notice required to be given hereunder shall be deemed to have been given when received by the party to whom it is directed by personal service, hand delivery, certified U.S. mail, return receipt requested or facsimile, at the following addresses:

TO COUNTY: Clark County Coroner's Office
Attn: County Coroner
1704 Pinto Lane
Las Vegas, Nevada 89106

TO PROVIDER: National Medical Services, Inc.
DBA NMS Labs
200 Welsh Road
Horsham, Pennsylvania 19044

SECTION XII: MISCELLANEOUS

A. **Independent Contractor**

PROVIDER acknowledges that PROVIDER and any subcontractors, agents or employees employed by PROVIDER shall not, under any circumstances, be considered employees of COUNTY, and that they shall not be entitled to any of the benefits or rights afforded employees of COUNTY, including, but not limited to, sick leave, vacation leave, holiday pay, Public Employees Retirement System benefits, or health, life, dental, long-term disability or workers' compensation insurance benefits. COUNTY will not provide or pay for any liability or medical insurance, retirement contributions or any other benefits for or on behalf of PROVIDER or any of its officers, employees or other agents.

B. **Immigration Reform and Control Act**

In accordance with the Immigration Reform and Control Act of 1986, PROVIDER agrees that it will verify the identity and employment eligibility of anyone employed under this Contract.

C. **Non-Discrimination/Public Funds**

The Board of County Commissioners (BCC) is committed to promoting full and equal business opportunity for all persons doing business in Clark County. PROVIDER acknowledges that COUNTY has an obligation to ensure that public funds are not used to subsidize private discrimination. PROVIDER recognizes that if they or their subcontractors are found guilty by an appropriate authority of refusing to hire or do business with an individual or company due to reasons of race, color, religion, sex, sexual orientation, gender identity or gender expression, age, disability, national origin, or any other protected status, COUNTY may declare PROVIDER in breach of the Contract, terminate the Contract, and designate PROVIDER as non-responsible.

D. **Assignment**

Any attempt by PROVIDER to assign or otherwise transfer any interest in this Contract without the prior written consent of COUNTY shall be void.

E. **Indemnity**

PROVIDER does hereby agree to defend, indemnify, and hold harmless COUNTY and their employees, officers and agents of COUNTY from any liabilities, damages, losses, claims, actions or proceedings, including, without limitation, reasonable attorneys' fees, that are caused by the negligence, errors, omissions, recklessness or intentional misconduct of PROVIDER or the employees or agents of PROVIDER in the performance of this Contract.

F. **Governing Law**

Nevada law shall govern the interpretation of this Contract.

G. **Gratuities**

1. COUNTY may, by written notice to PROVIDER, terminate this Contract if it is found after notice and hearing by COUNTY that gratuities (in the form of entertainment, gifts, or otherwise) were offered or given by PROVIDER or any agent or representative of PROVIDER to any officer or employee of COUNTY with a view toward securing a contract or securing favorable treatment with respect to the awarding or amending or making of any determinations with respect to the performance of this Contract.
2. In the event this Contract is terminated as provided in Paragraph 1 hereof, COUNTY shall be entitled:
 - a. to pursue the same remedies against PROVIDER as it could pursue in the event of a breach of this Contract by PROVIDER; and
 - b. as a penalty in addition to any other damages to which it may be entitled by law, to exemplary damages in an amount (as determined by COUNTY) which shall be not less than three (3) nor more than ten (10) times the costs incurred by PROVIDER in providing any such gratuities to any such officer or employee.
3. The rights and remedies of COUNTY provided in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

H. Audits

The performance of this Contract by PROVIDER is subject to review by COUNTY to ensure contract compliance. PROVIDER agrees to provide COUNTY any and all information requested that relates to the performance of this Contract. All requests for information will be in writing to PROVIDER. Time is of the essence during the audit process. Failure to provide the information requested within the timeline provided in the written information request may be considered a material breach of Contract and be cause for suspension and/or termination of the Contract.

I. Covenant

PROVIDER covenants that it presently has no interest and that it will not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this Contract. PROVIDER further covenants, to its knowledge and ability, that in the performance of said services no person having any such interest shall be employed.

J. Confidential Treatment of Information

PROVIDER shall preserve in strict confidence any information obtained, assembled or prepared in connection with the performance of this Contract.

K. ADA Requirements

All work performed or services rendered by PROVIDER shall comply with the Americans with Disabilities Act standards adopted by Clark County. All facilities built prior to January 26, 1992 must comply with the Uniform Federal Accessibility Standards; and all facilities completed after January 26, 1992 must comply with the Americans with Disabilities Act Accessibility Guidelines.

L. Subcontractor Information

PROVIDER shall provide a list of the Minority-Owned Business Enterprise (MBE), Women-Owned Business Enterprise (WBE), Physically-Challenged Business Enterprise (PBE), Small Business Enterprise (SBE), Veteran Business Enterprise (VET), Disabled Veteran Business Enterprise (DVET), and Emerging Small Business Enterprise (ESB) subcontractors for this Contract utilizing the attached format (Exhibit D). The information provided in Exhibit D by PROVIDER is for COUNTY'S information only.

M. Disclosure of Ownership Form

PROVIDER agrees to provide the information on the attached Disclosure of Ownership/Principals form prior to any contract and/or contract amendment to be awarded by the Board of County Commissioners.

N. Authority

COUNTY is bound only by COUNTY agents acting within the actual scope of their authority. COUNTY is not bound by actions of one who has apparent authority to act for COUNTY. The acts of COUNTY agents which exceed their contracting authority do not bind COUNTY.

O. Force Majeure

PROVIDER shall be excused from performance hereunder during the time and to the extent that it is prevented from obtaining, delivering, or performing, by acts of God, fire, war, loss or shortage of transportation facilities, lockout or commandeering of raw materials, products, plants or facilities by the government. PROVIDER shall provide COUNTY satisfactory evidence that nonperformance is due to cause other than fault or negligence on its part.

P. Severability

If any terms or provisions of Contract shall be found to be illegal or unenforceable, then such term or provision shall be deemed stricken and the remaining portions of Contract shall remain in full force and effect.

Q. Non-Endorsement

As a result of the selection of PROVIDER to supply goods or services, COUNTY is neither endorsing nor suggesting that PROVIDER'S service is the best or only solution. PROVIDER agrees to make no reference to COUNTY in any literature, promotional material, brochures, sales presentations, or the like, without the express written consent of COUNTY.

R. Public Records

COUNTY is a public agency as defined by state law, and as such, is subject to the Nevada Public Records Law (Chapter 239 of the Nevada Revised Statutes). Under the law, all of COUNTY'S records are public records (unless otherwise declared by law to be confidential) and are subject to inspection and copying by any person. All Contract documents are available for review following the award of the Contract.

S. Price Adjustment Requests

Commencing on date of award, prices shall not be subject to change during the initial Contract term, thereafter, there may be price adjustments. All price adjustment requests, including suitable proof, shall be submitted, at least thirty (30) calendar days in advance of PROVIDER'S expectation of price increase commencement, to the Clark County Department of Finance, Purchasing and Contracts Division, Purchasing Analyst, 500 South Grand Central Parkway, 4th Floor, Las Vegas, Nevada 89155. Price increases shall not be retroactive. A price adjustment can only occur if PROVIDER has been notified in writing of COUNTY'S approval of the new Price(s). Only one (1) written price adjustment request(s) will be accepted from PROVIDER per renewal term. The reference months/period and indexes to be used to determine price adjustments will be the most recent published index between 14-16 months prior (using the final index) and 2-4 months prior (using the first-published index) to the anniversary date of the Contract, using the price index specified below.

Consumer Price Index (CPI): All Urban Consumer, U.S. city average. Series ID: CUSR0000SA0 will be used as the index for the price adjustments. The price adjustment per year may be the lesser of the percent of CPI or PPI change or three (3) percent for an increase or decrease.

☐ Suitable Proof:

Print-out of CPI index and calculated increase.

☐ Drastic Market Conditions

Should drastic market conditions occur which dictate a significant price increase of any line item(s) during the term of Contract, COUNTY may consider these increases in addition to the allowed increases, providing PROVIDER submits written documentation and suitable proof by line item to COUNTY requesting permission and explaining in detail the unforeseen circumstances predicated the request to increase pricing. Suitable proof shall be required as defined above. A significant price increase means a change in price from the date of the last price increase, to the date of performance by an amount exceeding 4 percent. General industry correspondence with regards to market conditions are not suitable proof.

☐ Price Decrease

COUNTY shall receive the benefit of a price decrease to any line item at any time during the initial contract term and for any subsequent term(s) if the decrease exceeds three (3) percent of Contract price. If, at the point of exercising the price adjustment provision, market media indicators show that the prices have decreased, and that PROVIDER has not passed the decrease on to COUNTY, COUNTY reserves the right to place PROVIDER in default, terminate Contract, and such actions will reflect adversely against PROVIDER in determining the responsibility and non-responsibility of PROVIDER in future opportunities.

T. Companies that Boycott Israel

PROVIDER certifies that, at the time it signed this Contract, it was not engaged in, and agrees for the duration of the Contract, not to engage in, a boycott of Israel. Boycott of Israel means, refusing to deal or conduct business with, abstaining from dealing or conducting business with, terminating business or business activities with or performing any other action that is intended to limit commercial relations with Israel; or a person or entity doing business in Israel or in territories controlled by Israel, if such an action is taken in a manner that discriminates on the basis of nationality, national origin or religion. It does not include an action which is based on a bona fide business or economic reason; is taken pursuant to a boycott against a public entity of Israel if the boycott is applied in a nondiscriminatory manner; or is taken in compliance with or adherence to calls for a boycott of Israel if that action is authorized in 50 U.S.C. § 4607 or any other federal or state law.

IN WITNESS WHEREOF, the parties have caused this Contract to be executed the day and year first above written.

COUNTY:

CLARK COUNTY, NEVADA

By: _____
JESSICA COLVIN
Chief Financial Officer

DATE

PROVIDER:
NATIONAL MEDICAL SERVICES, INC. DBA
NMS LABS

By: David Delia
DAVID DELIA
President & CEO

4-30-2025

DATE

APPROVED AS TO FORM:
STEVEN B. WOLFSON
District Attorney

By: Sarah Schaerrer
Sarah Schaerrer (May 20, 2025 07:58 PDT)
SARAH SCHAERRER
Deputy District Attorney

May 20, 2025

DATE

EXHIBIT A
ANNUAL REQUIREMENT CONTRACT FOR FORENSIC TOXICOLOGY TESTS
SCOPE OF WORK

1. REQUEST FOR TOXICOLOGY ANALYSIS TESTING:

On a case by case basis, the Clark County Coroner/Medical Examiner's Office will submit postmortem specimens and/or ante mortem hospital samples for toxicology testing to PROVIDER along with a toxicology analysis requisition and chain of custody form that will include the Coroners case number, first and last name of the decedent (if known at the time of submission), date of death, age, a brief circumstance of the death (i.e. high profile, death in custody), and the type of samples that are being submitted. The toxicology analysis requisition and chain of custody form will also detail the analysis being requested (i.e. Postmortem Toxicology-Basic, Postmortem, Toxicology-Expanded, Postmortem, Toxicology-Expert, Novel Psychoactive Substances 1, Carbon Monoxide, specific direct analysis, No testing, etc.) and may list drugs and prescription medications available to the decedent, when necessary.

2. TESTING CAPABILITIES:

PROVIDER must be able to provide comprehensive and specific direct testing capabilities of the submitted samples for screening, confirmation and quantitation drugs of abuse and prescription/over the counter drugs in various matrixes. When possible, toxicology analysis testing will be done on cardiac and/or peripheral blood samples. Frequently, additional testing may be required to verify results on other samples, including but not limited to central blood, vitreous humor, urine, bile, gastric contents, liver, kidney, brain, lung, hair, tissue, and decomposition fluid. All tests performed must adhere to stringent Quality Assurance measures identified herein.

3. TURN-AROUND TIME:

Turn-around time, from the time of receipt of samples to the reporting date, for any and all Coroner cases submitted to PROVIDER shall not exceed ten (10) business days for negative test results and no more than thirty (30) business days for positive test results unless otherwise pre-authorized by COUNTY. Average turn-around time of all standard panel test results shall exceed ninety percent (90%) within fourteen (14) days of sample receipt.

4. REPORTS:

All toxicology analysis reports must be accurate and easy to read using common units of measure. Reliable drug ranges should also be included in the report for reference purposes. PROVIDER shall provide the source for drug level reference ranges to the Coroner/Medical Examiner's Office. PROVIDER shall provide, at no additional cost to COUNTY, all positive test results data and a signed electronic PDF toxicology report into COUNTY'S Web based CME software format developed by VertiQ.

5. SUPPLIES AND OTHER SERVICES PROVIDED BY PROVIDER:

PROVIDER shall supply appropriate sample containers, labels, seals, and transport containers. Cost of specimen containers, labels, seals and transport containers will be included in pricing.

Cost of transporting specimens will be included in the contractual fee schedule. It is permissible for PROVIDER to use a reliable courier company that has no moral or legal conflict of interest with COUNTY for transportation to and from COUNTY and PROVIDER.

6. SPECIMEN HANDLING AND CHAIN OF CUSTODY:

COUNTY'S staff is responsible for properly identifying, correctly labeling, assigning a case number to, sealing, and storing each and every case sample from the specimen; thereby establishing a secure chain of custody for each and every case sample from the specimen. PROVIDER shall follow their own established chain of custody procedures following the retrieval of these specimens.

7. RETENTION AND DISPOSAL OF SAMPLES:

Unless otherwise notified, PROVIDER will be responsible for storing all COUNTY specimens for a minimum of one (1) year in a secure area, at a refrigerated temperature necessary to retain specimen integrity, to ensure capability for future test requirements.

8. COURT APPEARANCE TESTIMONY:

PROVIDER shall be capable of providing expert witness services for testimony in court upon request.

PROVIDER will quote hourly and *per diem* costs for court appearances, depositions, preparation time and interviews by COUNTY'S officials and representatives. These hourly or *per diem* rates will be included in the contractual Fee Schedule. Per Diem rates shall include lodging and meals. Transportation (coach class airline tickets and mid-sized car rental) shall be reimbursed at actual cost supported by original receipts. Mileage fee shall not exceed the GSA reimbursement rate.

9. EXPERIENCE AND QUALIFICATIONS:

PROVIDER'S laboratory shall be independent and accredited by American Board of Forensic Toxicology (ABFT) and/or the American Society for Crime Laboratory Directors – Laboratory Accredited (ASCLD-LAB). It should be noted that NIDA/SAMSHA, CLIA, and CAP certifications are not applicable to testing in the criminal setting and thus, are not adequate substitutes for ABFT certification. Laboratory shall have a minimum of five (5) years acceptable specific experience in Toxicological and Forensic Tests and Analysis.

The Laboratory Director shall possess specific documented qualifications that include a doctoral degree in a biological or chemical discipline and at least three years of full-time laboratory experience in forensic toxicology analysis; or a Master's degree in a biological or chemical discipline and at least five years of full-time laboratory experience in forensic toxicology analysis. The Director shall have documented training and/or experience in forensic applications of analytical toxicology. The Director shall also have knowledge and adhere to the national standards for legally defensible testing and evidentiary procedures in the area of postmortem death investigations that apply when toxicological specimens are acquired, processed and stored, and when toxicological data are submitted as a part of a legal proceeding. Toxicologists assigned to the responsibility must be certified by the American Board of Forensic Toxicology (ABFT) as well as the various courts of the United States and other medical legal organizations.

Laboratory personnel should include:

- A. A person who has sufficient training and experience to be familiar with all administrative and testing procedures. In the director's absence, he or she will supervise the work of all analysts; perform full and complete scientific review of all test data.
- B. One or more analysts who are capable of performing a variety of test procedures for alcohol, drugs, and other chemicals; an analyst will supervise and review the work of less experienced technicians, and may supervise a section in a larger laboratory.
- C. An analyst(s) who is (are) capable of performing tests for one or several analyses, and who is (are) certified in each procedure by the Laboratory Director.

10. TRAINING OF STAFF:

The Laboratory Director will be responsible for training and monitoring the work of all laboratory personnel. Since forensic toxicology laboratories handle controlled substances and generate results essential to the criminal justice system, the Director, to the extent practical or permitted by law, will exert reasonable efforts to ensure that all personnel meet ethical and moral standards.

The Laboratory Director will be responsible for providing a complete, up-to-date procedure manual that is available to and followed by all laboratory personnel performing tests. The Director will also be responsible for establishing a procedure for validating new analytical methodologies and for maintaining a quality assurance program to ensure the proper performance of tests and the reporting of all test results.

11. COUNTY TRAINING:

PROVIDER shall provide training to Clark County Coroner/Medical Examiner's Office Forensic Pathology Fellows in-person and/or electronically as required by Accreditation Council for Graduate Medical Education (ACGME) standards.

PROVIDER will also provide one complimentary registration to the Forensic Pathology Fellows and Toxicologists training program hosted annually by the Center of Forensic Science Research and Education. Additional registrations for the training program are available for purchase under the prevailing rate, 2025 pricing is \$1,800/person.

12. STANDARD OPERATING PROCEDURES:

The laboratory shall maintain standard operating procedures that include detailed descriptions of procedures for sample receiving, accessioning, chain-of-custody, analysis, quality assurance and quality control, review of data, and reporting.

13. QUALITY CONTROL:

Quality control (QC) is designed to give validity to testing results. QC is performed with each analysis and includes but is not limited to, maintenance of reference standards, calibration standards, internal standards, and quality control material. A control sample is a test sample with a known drug identity and level that realistically mirrors a drug and monitors the performance of the assay by testing the linearity of the calibration over a concentration range. An adequate set of controls should include a sample that does not contain a drug (negative control) and a sample containing the drug reflected in the test run (positive control). The laboratory shall record the data of the positive and negative control samples for each run with each batch of specimens and be able to present documentation of the data upon request.

14. CONFIRMATION:

All confirmations should be performed by a second and unrelated methodology. If immunoassay is utilized for screening then a chromatography or non-immunoassay method must be used for quantification and confirmation. When possible, the confirmatory test (secondary test) should be more specific and sensitive than the first test for the drug analyte. The use of mass spectrometry is recommended as a confirmatory technique. The same detection method for screening is not to be used for confirmation and quantification and shall be documented for each sample run. The laboratory shall present documentation of the screening and confirmation data upon request.

15. REPORTING:

The Laboratory Director and/or designee will review all data to verify the accuracy of the report and to verify that procedures and quality controls were performed according to the accepted protocol of the laboratory which is stated in the SOP manual. At a minimum, the review of data shall include: chain of custody documentation, validity of analytical data such as runtime and shape of chromatographic peak, calculation, and quality control data. Where possible, the results shall be reviewed within context of case history and autopsy findings. A toxicologist, certified by the American Board of Forensic Toxicology (ABFT), shall issue report of findings. The report shall include all information necessary to identify a case and include test results for each test performed. The laboratory shall be able to present documentation of the review of data on any case.

16. PROFICIENCY TESTING:

Proficiency testing maintains confidence in the laboratory's analytical methods. Therefore, testing should be subjected to independent evaluation. Proficiency testing programs used must mirror the complex diversity of the postmortem toxicology laboratory. The program should monitor the qualitative and quantitative abilities of the laboratory, which assays multiple drugs in multiple biological matrices. The laboratory may need to subscribe to several proficiency programs, but must participate in recognized peer quality control programs (i.e. College of American Pathologist (CAP) Forensic Toxicology Proficiency Testing Program, Federal Aviation Administration CAMI-PFT-PT program).

Proficiency programs used by PROVIDER'S laboratory are to routinely contain specimens of a similar matrix as those used for postmortem forensic toxicology analysis. Proficiency programs specializing in urine matrices are not to be considered appropriate control programs for coroner's specimens that are likely to be whole blood specimens. The results of the proficiency testing shall be available to the Coroner upon request to demonstrate laboratory proficiency. If deficiencies are noted in any such program, the laboratory shall take corrective action when test results are outside acceptable limits. The laboratory must present documentation of corrective action upon request.

17. CONSULTATION:

PROVIDER shall have at least one full-time ABFT board certified toxicologist readily available, during normal business hours, for consultation about the results generated by its analysis and the significance of such findings, at no additional cost to the Coroner.

18. ADDITIONAL TEST REQUIREMENTS:

Prices for additional testing not on the bid form, which may require specimens to be sent to an outside laboratory (subcontractor), must be agreed to by COUNTY, in writing, prior to performing such tests.

19. LICENSE:

PROVIDER must possess the appropriate laboratory licenses as required by the Federal Government, State, and County, to include, but not be limited to a Drug Enforcement Administration License. PROVIDER shall provide photocopies of all appropriate licenses within twenty-four (24) hours of written request by COUNTY.

20. RELEASE OF INFORMATION:

No news releases, advertisements, public announcements, or photographs arising out of the CONTRACT or PROVIDER'S relationship with COUNTY may be made or used without prior written approval of COUNTY.

EXHIBIT B
Toxicology Panel Tests Fees

Test Code	Test Description	Current LIST Price	Current Discount Pricing	New Discount Pricing
0170FL	Alcohol Panel, Fluid	\$ 134.00	\$ 145.00	\$ 130.00
0260B	Alprazolam, Blood	\$ 114.00	\$ 78.00	\$ 82.00
0260TI	Alprazolam, Tissue	\$ 396.00	\$ 268.00	\$ 281.00
0315B	Amlodipine, Blood	\$ 371.00	\$ 328.00	\$ 344.00
0420B	Betahydroxybutyric Acid, Blood	\$ 227.00	\$ 156.00	\$ 164.00
0420FL	Betahydroxybutyric Acid, Fluid	\$ 297.00	\$ 198.00	\$ 208.00
0570B	Designer Benzodiazepines, Blood	\$ 361.00	\$ 196.00	\$ 206.00
0642U	Betahydroxybutyric Acid, Urine	\$ 111.00	\$ 77.00	\$ 81.00
0719B	Bromazolam, Blood	\$ 338.00	\$ 325.00	\$ 287.00
1002B	Carbon Monoxide Screen, Confirmation Separate Fee, Blood	\$ 244.00	\$ 147.00	\$ 154.00
1006TI	Carbon Monoxide Profile for Non-standard Samples, Tissue	\$ 691.00	\$ 499.00	\$ 524.00
1380B	Cyanide, Blood	\$ 79.00	\$ 50.00	\$ 53.00
1480B	Designer Opioids, Blood	\$ 374.00	\$ 272.00	\$ 286.00
1611B	Tetrafluoroethane and Difluoroethane Panel, Blood	\$ 441.00	\$ 388.00	\$ 407.00
1919FL	Electrolytes and Glucose Panel (Vitreous), Fluid (Forensic)	\$ 119.00	\$ 50.00	\$ 53.00
1950U	Ephedrine, Urine	\$ 213.00	\$ 138.00	\$ 145.00
2062B	Ethylene Glycol, Blood	\$ 254.00	\$ 222.00	\$ 233.00
2079B	Fentanyl and Metabolite, Blood	\$ 132.00	\$ 88.00	\$ 92.00
2079TI	Fentanyl and Metabolite, Tissue	\$ 203.00	\$ 133.00	\$ 140.00
2079U	Fentanyl and Metabolite, Urine	\$ 132.00	\$ 88.00	\$ 92.00
2111B	Baclofen, Blood	\$ 371.00	\$ 328.00	\$ 344.00
2111FL	Baclofen, Fluid	\$ 499.00	\$ 439.00	\$ 461.00
2165B	Glycols Panel, Blood	\$ 331.00	\$ 291.00	\$ 306.00
2411B	Inhalants Panel, Solvents, Blood	\$ 114.00	\$ 99.00	\$ 104.00
2412B	Inhalants Panel, Alkane Gases, Blood	\$ 194.00	\$ 115.00	\$ 121.00
2423B	Comprehensive Volatiles Panel, Blood	\$ 515.00	\$ 415.00	\$ 436.00
2481FL	Ketone Panel, Fluid	\$ 313.00	\$ 214.00	\$ 225.00
2661N	Metals/Metalloids Panel 1, Nails	\$ 504.00	\$ 444.00	\$ 466.00
2693B	Metals/Metalloids Acute Poisoning Panel, Blood	\$ 465.00	\$ 316.00	\$ 332.00
2693FL	Metals/Metalloids Acute Poisoning Panel, Fluid	\$ 680.00	\$ 450.00	\$ 473.00
2693H	Metals/Metalloids Acute Poisoning Panel, Hair	\$ 661.00	\$ 464.00	\$ 487.00
2693TI	Metals/Metalloids Acute Poisoning Panel, Tissue	\$ 725.00	\$ 498.00	\$ 523.00
2693U	Metals/Metalloids Acute Poisoning Panel, Urine	\$ 465.00	\$ 305.00	\$ 320.00
2887B	Methemoglobin, Blood	\$ 209.00	\$ 201.00	\$ 188.00
3043B	Metoprolol, Blood	\$ 153.00	\$ 100.00	\$ 105.00
3043U	Metoprolol, Urine	\$ 248.00	\$ 162.00	\$ 170.00
3150B	Nicotine and Metabolite, Blood	\$ 113.00	\$ 98.00	\$ 103.00
3174B	Nitrate/Nitrite (Qualitative), Blood (Forensic)	\$ 355.00	\$ 341.00	\$ 302.00
3227B	Beta-Blockers Panel, Blood	\$ 366.00	\$ 321.00	\$ 337.00

3795B	Pregabalin, Blood	\$ 345.00	\$ 228.00	\$ 239.00
3795U	Pregabalin, Urine	\$ 460.00	\$ 301.00	\$ 316.00
53249FL	Alcohols and Acetone Confirmation, Vitreous Fluid (Forensic)	\$ 109.00	\$ 77.00	\$ 81.00
70170ES	Expert Testimony - Daily Rate	\$ 3,656.00	\$ 1.00	\$ 1.00
70171ES	Expert Testimony - Hourly Rate	\$ 305.00	\$ 1.00	\$ 1.00
8041B	Postmortem, Basic w/Vitreous Alcohol Confirmation, Blood (Forensic)	\$ 337.00	\$ 103.00	\$ 108.00
8042B	Postmortem, Expanded w/Vitreous Alcohol Confirmation, Blood (Forensic)	\$ 469.00	\$ 204.00	\$ 214.00
8050U	Postmortem, Urine Screen Add-on (6-MAM Quantification only) (Forensic)	\$ 43.00	\$ 41.00	\$ 30.00
8051B	Postmortem, Basic, Blood (Forensic)	\$ 290.00	\$ 103.00	\$ 108.00
8051FL	Postmortem, Basic, Fluid (Forensic)	\$ 443.00	\$ 194.00	\$ 204.00
8051SP	Postmortem, Basic, Serum/Plasma (Forensic)	\$ 290.00	\$ 103.00	\$ 108.00
8051TI	Postmortem, Basic, Tissue (Forensic)	\$ 520.00	\$ 232.00	\$ 244.00
8051U	Postmortem, Basic, Urine (Forensic)	\$ 290.00	\$ 103.00	\$ 108.00
8052B	Postmortem, Expanded, Blood (Forensic)	\$ 430.00	\$ 204.00	\$ 214.00
8052FL	Postmortem, Expanded, Fluid (Forensic)	\$ 705.00	\$ 261.00	\$ 274.00
8052SP	Postmortem, Expanded, Serum/Plasma (Forensic)	\$ 430.00	\$ 204.00	\$ 214.00
8052TI	Postmortem, Expanded, Tissue (Forensic)	\$ 780.00	\$ 338.00	\$ 355.00
8052U	Postmortem, Expanded, Urine (Forensic)	\$ 430.00	\$ 204.00	\$ 214.00
8054B	NMS TotalTox™ Panel, Blood (Forensic)	\$ 595.00	\$ 572.00	\$ 425.00
8063B	Postmortem, Basic to Expanded Upgrade, Blood (Forensic)	\$ 182.00	\$ 175.00	\$ 163.00
8063TI	Postmortem, Basic to Expanded Upgrade, Tissue (Forensic)	\$ 494.00	\$ 475.00	\$ 444.00
8063U	Postmortem, Basic to Expanded Upgrade, Urine (Forensic)	\$ 182.00	\$ 175.00	\$ 163.00
8083B	Postmortem, Basic w/Vitreous Alcohol and 6-MAM Confirmation, Blood (Forensic)	\$ 375.00	\$ 103.00	\$ 108.00
8084B	Postmortem, Expanded w/Vitreous Alcohol and 6-MAM Confirmation, Blood (Forensic)	\$ 508.00	\$ 204.00	\$ 214.00
8103B	Environmental Exposure Screen, Blood	\$ 915.00	\$ 709.00	\$ 744.00
8180B	Postmortem, Blood Add-on for Delta-9 THC Quantitation (Forensic)	\$ 59.00	\$ 59.00	\$ 30.00
8600B	Amphetamines Panel, Blood	\$ 256.00	\$ 225.00	\$ 236.00
8600SP	Amphetamines Panel, Serum/Plasma	\$ 256.00	\$ 225.00	\$ 236.00
8665B	6-Monoacetylmorphine - Free (Unconjugated), Blood	\$ 385.00	\$ 258.00	\$ 271.00
8665FL	6-Monoacetylmorphine - Free (Unconjugated), Fluid	\$ 331.00	\$ 225.00	\$ 236.00
8665U	6-Monoacetylmorphine - Free (Unconjugated), Urine	\$ 385.00	\$ 258.00	\$ 271.00
9306U	Anabolic Steroids Screen, Urine	\$ 159.00	\$ 153.00	\$ 143.00
9341B	Flunitrazepam and Metabolites Screen, Blood	\$ 267.00	\$ 175.00	\$ 184.00
9341TI	Flunitrazepam and Metabolites Screen, Tissue	\$ 371.00	\$ 225.00	\$ 236.00
9341U	Flunitrazepam and Metabolites Screen, Urine	\$ 267.00	\$ 175.00	\$ 184.00
9566B	Synthetic Cannabinoids Screen (Add-On), Blood	\$ 204.00	\$ 168.00	\$ 176.00

All other testing ordered will be billed according to the NMS Labs 2025 fee schedule and an additional 10% discount will be applied to the LIST prices.

EXHIBIT C
ANNUAL REQUIREMENT CONTRACT FOR FORENSIC TOXICOLOGY TESTS
INSURANCE REQUIREMENTS

TO ENSURE COMPLIANCE WITH THE CONTRACT DOCUMENT, PROVIDER SHOULD FORWARD THE FOLLOWING INSURANCE CLAUSE AND SAMPLE INSURANCE FORM TO THEIR INSURANCE AGENT PRIOR TO PROPOSAL SUBMITTAL.

- A. **Format/Time**: PROVIDER shall provide COUNTY with Certificates of Insurance, per the sample format (page B-3), for coverage as listed below, and endorsements affecting coverage required by this Contract within **ten (10) business days** after COUNTY'S written request for insurance. All policy certificates and endorsements shall be signed by a person authorized by that insurer and who is licensed by the State of Nevada in accordance with NRS 680A.300. All required aggregate limits shall be disclosed and amounts entered on the Certificate of Insurance and shall be maintained for the duration of the Contract and any renewal periods.
- B. **Best Key Rating**: COUNTY requires insurance carriers to maintain during the Contract term, a Best Key Rating of A.VII or higher, which shall be fully disclosed and entered on the Certificate of Insurance.
- C. **Owner Coverage**: COUNTY, its officers and employees must be expressly covered as additional insured's except on Workers' Compensation or Professional Liability. PROVIDER'S insurance shall be primary with respect to COUNTY, its officers and employees.
- D. **Endorsement/Cancellation**: PROVIDER'S general liability and automobile liability insurance policy shall be endorsed to recognize specifically PROVIDER'S contractual obligation of additional insured to COUNTY and must note that COUNTY will be given thirty (30) calendar days advance notice by certified mail "return receipt requested" of any policy changes, cancellations, or any erosion of insurance limits. Either a copy of the additional insured endorsement, or a copy of the policy language that gives COUNTY automatic additional insured status must be attached to any certificate of insurance. ***Policy number must be referenced on endorsement or the form number must be referenced on certificate.***
- E. **Deductibles**: All deductibles and self-insured retentions shall be fully disclosed in the Certificates of Insurance and may not exceed \$25,000. *If the deductible is "zero" it must still be referenced on the certificate.*
- F. **Aggregate Limits**: If aggregate limits are imposed on bodily injury and property damage, then the amount of such limits must not be less than \$2,000,000.
- G. **Commercial General Liability**: Subject to Paragraph F of this Exhibit, PROVIDER shall maintain limits of no less than \$1,000,000 combined single limit per occurrence for bodily injury (including death), personal injury and property damages. Commercial general liability coverage shall be on a "per occurrence" basis only, not "claims made," and be provided either on a Commercial General Liability or a Broad Form Comprehensive General Liability (including a Broad Form CGL endorsement) insurance form. Policies must contain a primary and non-contributory clause and must contain a waiver of subrogation endorsement. ***A separate copy of the waiver of subrogation endorsement must be provided. A separate copy of the additional insured endorsement is required and must be provided for Commercial General Liability. Policy number must be referenced on endorsement or the form number must be referenced on certificate.***
- H. **Automobile Liability**: Subject to Paragraph F of this Exhibit, PROVIDER shall maintain limits of no less than \$1,000,000 combined single limit per occurrence for bodily injury and property damage to include, but not be limited to, coverage against all insurance claims for injuries to persons or damages to property which may arise from services rendered by PROVIDER and **any auto** used for the performance of services under this Contract. ***A separate copy of the additional insured endorsement is required and must be provided for Automobile Liability policies. Policy number must be referenced on endorsement or the form number must be referenced on certificate.***
- I. **Professional Liability**: PROVIDER shall maintain limits of no less than \$1,000,000 aggregate. If the professional liability insurance provided is on a Claims Made Form, then the insurance coverage required must continue for a period of two (2) years beyond the completion or termination of this Contract. Any retroactive date must coincide with or predate the beginning of this and may not be advanced without the consent of COUNTY.
- J. **Workers' Compensation**: PROVIDER shall obtain and maintain for the duration of this Contract, a work certificate and/or a certificate issued by an insurer qualified to underwrite workers' compensation insurance in the State of Nevada, in accordance with Nevada Revised Statutes Chapters 616A-616D, inclusive, provided, however, a PROVIDER that is a Sole Proprietor shall be required to submit an affidavit (Attachment 1) indicating that PROVIDER has elected not to be included in the terms, conditions and provisions of Chapters 616A-616D, inclusive, and is otherwise in compliance with those terms, conditions and provisions.
- K. **Failure to Maintain Coverage**: If PROVIDER fails to maintain any of the insurance coverage required herein, COUNTY may withhold payment, order PROVIDER to stop the work, declare PROVIDER in breach, suspend or terminate the Contract.
- L. **Additional Insurance**: PROVIDER is encouraged to purchase any such additional insurance as it deems necessary.

- M. **Damages:** PROVIDER is required to remedy all injuries to persons and damage or loss to any property of COUNTY, caused in whole or in part by PROVIDER, their subcontractors or anyone employed, directed or supervised by PROVIDER.
- N. **Cost:** PROVIDER shall pay all associated costs for the specified insurance. The cost shall be included in the price(s).
- O. **Insurance Submittal Address:** All Insurance Certificates requested shall be sent to the Clark County Purchasing and Contracts Division, Attention: Insurance Coordinator at 500 South Grand Central Parkway, 4th Floor, Las Vegas, Nevada 89155
- P. **Insurance Form Instructions:** The following information must be filled in by PROVIDER'S Insurance Company representative:
1. Insurance Broker's name, complete address, phone and fax numbers.
 2. PROVIDER'S name, complete address, phone and fax numbers.
 3. Insurance Company's Best Key Rating
 4. Commercial General Liability (Per Occurrence)
 - (A) Policy Number
 - (B) Policy Effective Date
 - (C) Policy Expiration Date
 - (D) Each Occurrence (\$1,000,000)
 - (E) Personal & Advertising Injury (\$1,000,000)
 - (F) General Aggregate (\$2,000,000)
 5. Automobile Liability (Any Auto)
 - (G) Policy Number
 - (H) Policy Effective Date
 - (I) Policy Expiration Date
 - (J) Combined Single Limit (\$1,000,000)
 6. Worker's Compensation
 7. Professional Liability
 - (K) Policy Number
 - (L) Policy Effective Date
 - (M) Policy Expiration Date
 - (N) Aggregate (\$1,000,000)
 8. Description: CBE NO.607512-25; ANNUAL REQUIREMENT CONTRACT FOR FORENSIC TOXICOLOGY TESTS (must be identified on the initial insurance form and each renewal form).
 9. Certificate Holder:
Clark County, Nevada
c/o Purchasing and Contracts Division
Government Center, Fourth Floor
500 South Grand Central Parkway
P.O. Box 551217
Las Vegas, Nevada 89155-1217
 10. Appointed Agent Signature to include license number and issuing state.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER 1. INSURANCE BROKER'S NAME ADDRESS	CONTACT NAME:		
	PHONE (A/C No. Ext):	BROKER'S PHONE NUMBER	FAX (A/C No.): BROKER'S FAX NUMBER
	E-MAIL ADDRESS:	BROKER'S EMAIL ADDRESS	
	INSURER(S) AFFORDING COVERAGE		NAIC #
INSURED 2. PROVIDER'S NAME ADDRESS PHONE & FAX NUMBERS	INSURER A:	3.	
	INSURER B:	Company's	
	INSURER C:	Best	
	INSURER D:	Key Rating	
	INSURER E:		
	INSURER F:		

COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADD'L INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YY)	POLICY EXP (MM/DD/YY)	LIMITS	
4.	GENERAL LIABILITY	X		(A)	(B)	(C)	EACH OCCURRENCE	\$(D) 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY							
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR.							
	GEN'L AGGREGATE LIMIT APPLIES PER:							
	<input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC						DEDUCTIBLE MAXIMUM	\$ 25,000
5.	AUTOMOBILE LIABILITY	X		(G)	(H)	(I)	COMBINED SINGLE LIMIT (Ea accident)	\$(J) 1,000,000
	<input checked="" type="checkbox"/> ANY AUTO						BODILY INJURY (Per person)	\$
	<input type="checkbox"/> ALL OWNED AUTOS						BODILY INJURY (Per accident)	\$
	<input type="checkbox"/> SCHEDULED AUTOS						PROPERTY DAMAGE (Per accident)	\$
	<input type="checkbox"/> HIRED AUTOS							\$
	<input type="checkbox"/> NON-OWNED AUTOS						DEDUCTIBLE MAXIMUM	\$ 25,000
6.	WORKER'S COMPENSATION AND EMPLOYERS' LIABILITY	N/A					WC STATUTORY LIMITS	OTHER \$
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)							
	E.L. EACH ACCIDENT						\$	
	E.L. DISEASE - E.A. EMPLOYEE						\$	
	describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - POLICY LIMIT	\$
7.	PROFESSIONAL LIABILITY			(K)	(L)	(M)	AGGREGATE	\$(N) 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

8. CBE NO.607512-25; ANNUAL REQUIREMENT CONTRACT FOR FORENSIC TOXICOLOGY TESTS

9. CERTIFICATE HOLDER

CLARK COUNTY, NEVADA
C/O PURCHASING AND CONTRACTS DIVISION
GOVERNMENT CENTER, FOURTH FLOOR
500 S. GRAND CENTRAL PARKWAY
P.O. BOX 551217
LAS VEGAS, NV 89155-1217

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

10. AUTHORIZED REPRESENTATIVE

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ACORD 25 (2010/05)

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POLICY NUMBER: _____

COMMERCIAL GENERAL AND AUTOMOBILE LIABILITY

CBE NUMBER AND CONTRACT NAME: CBE NO.607512-25; ANNUAL REQUIREMENT CONTRACT FOR FORENSIC TOXICOLOGY TESTS

THIS ENDORSEMENT CHANGED THE POLICY. PLEASE READ IT CAREFULLY
ADDITIONAL INSURED – DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY AND AUTOMOBILE LIABILITY COVERAGE PART.

SCHEDULE

Name of Person or Organization:

CLARK COUNTY, NEVADA
C/O PURCHASING & CONTRACTS DIVISION
500 S. GRAND CENTRAL PKWY 4TH FL
PO BOX 551217
LAS VEGAS, NEVADA 89155-1217

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

WHO IS AN INSURED (Section II) is amended to include as an insured the person or organization shown in the Schedule as an insured but only with respect to liability arising out of your operations or premises owned by or rented to you.

CLARK COUNTY, NEVADA, ITS OFFICERS, EMPLOYEES AND VOLUNTEERS ARE INSURED WITH RESPECT TO LIABILITY ARISING OUT OF THE ACTIVITIES BY OR ON BEHALF OF THE NAMED INSURED IN CONNECTION WITH THIS PROJECT.

ATTACHMENT 1

AFFIDAVIT

(ONLY REQUIRED FOR A SOLE PROPRIETOR)

I, _____, on behalf of my company, _____, being duly
sworn,
(Name of Sole Proprietor) (Legal Name of Company)

depose and declare:

1. I am a Sole Proprietor;
2. I will not use the services of any employees in the performance of this Contract, identified as CBE No. 607512-25, entitled ANNUAL REQUIREMENT CONTRACT FOR FORENSIC TOXICOLOGY TESTS
3. I have elected to not be included in the terms, conditions, and provisions of NRS Chapters 616A-616D, inclusive; and
4. I am otherwise in compliance with the terms, conditions, and provisions of NRS Chapters 616A-616D, inclusive.

I release Clark County from all liability associated with claims made against me and my company, in the performance of this Contract, that relate to compliance with NRS Chapters 616A-616D, inclusive.

Signed this _____ day of _____, _____.

Signature _____

State of Nevada)
)ss.
County of Clark)

Signed and sworn to (or affirmed) before me on this _____ day of _____, 20____,
by _____ (name of person making statement).

Notary Signature

STAMP AND SEAL

EXHIBIT D
SUBCONTRACTOR INFORMATION

DEFINITIONS:

- **MINORITY OWNED BUSINESS ENTERPRISE (MBE):** An independent and continuing **Nevada** business for profit which performs a commercially useful function and is at least 51% owned and controlled by one or more minority persons of Black American, Hispanic American, Asian-Pacific American or Native American ethnicity.
- **WOMEN OWNED BUSINESS ENTERPRISE (WBE):** An independent and continuing **Nevada** business for profit which performs a commercially useful function and is at least 51% owned and controlled by one or more women.
- **PHYSICALLY CHALLENGED BUSINESS ENTERPRISE (PBE):** An independent and continuing **Nevada** business for profit which performs a commercially useful function and is at least 51% owned and controlled by one or more disabled individuals pursuant to the federal Americans with Disabilities Act.
- **SMALL BUSINESS ENTERPRISE (SBE):** An independent and continuing **Nevada** business for profit which performs a commercially useful function, is **not** owned and controlled by individuals designated as minority, women, or physically challenged, and where gross annual sales does not exceed \$2,000,000.
- **VETERAN OWNED ENTERPRISE (VET):** A Nevada business at least 51% owned/controlled by a veteran.
- **DISABLED VETERAN OWNED ENTERPRISE (DVET):** A Nevada business at least 51% owned/controlled by a disabled veteran.
- **EMERGING SMALL BUSINESS (ESB):** Certified by the Nevada Governor's Office of Economic Development effective January, 2014. Approved into Nevada law during the 77th Legislative session as a result of AB294.

It is our intent to utilize the following MBE, WBE, PBE, SBE, VET, DVET and ESB subcontractors in association with CONTRACT:

1. Subcontractor Name: _____
Contact Person: _____ Telephone Number: _____
Description of Work: _____
Estimated Percentage of Total Dollars: _____
Business Type: ☐ MBE ☐ WBE ☐ PBE ☐ SBE ☐ VET
☐ DVET ☐ ESB

2. Subcontractor Name: _____
Contact Person: _____ Telephone Number: _____
Description of Work: _____
Estimated Percentage of Total Dollars: _____
Business Type: ☐ MBE ☐ WBE ☐ PBE ☐ SBE ☐ VET
☐ DVET ☐ ESB

3. Subcontractor Name: _____
Contact Person: _____ Telephone Number: _____
Description of Work: _____
Estimated Percentage of Total Dollars: _____
Business Type: ☐ MBE ☐ WBE ☐ PBE ☐ SBE ☐ VET
☐ DVET ☐ ESB

☐ No MBE, WBE, PBE, SBE, VET, DVET, or ESB subcontractors will be used.